

## UNITED STATES BANKRUPTCY COURT

In re Renaissant Lafayette LLC,

Case No. 09-38166

### TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

Park Lafayette Property Holdings, LLC

Name of Transferee

Amalgamated Bank, as trustee

Name of Transferor

Name and Address where notices to transferee should be sent:

c/o L. Katie Mason, Esq.  
Reinhart Boerner Van Deuren, s.c.  
1000 N. Water St., Suite 1700  
Milwaukee, WI 53202

Phone: 414-298-1000

Last Four Digits of Acct #: \_\_\_\_\_

Court Claim # (if known): 21

Amount of Claim: \$103,907,160.60 plus interest,

Date Claim Filed: 08/31/2010 fees and costs

Phone: \_\_\_\_\_

Last Four Digits of Acct. #: \_\_\_\_\_

Name and Address where transferee payments should be sent (if different from above):

Phone: \_\_\_\_\_

Last Four Digits of Acct #: \_\_\_\_\_

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

By: L. Katie Mason

Transferee/Transferee's Agent

L. Katie Mason, Esq.

Date: 4-22-11

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 & 3571.

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF WISCONSIN

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In re RENAISSANT LAFAYETTE LLC,

Chapter 11

Debtor.

Case No. 09-38166-PP

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**ATTACHMENT TO TRANSFER OF CLAIM OTHER THAN FOR SECURITY**

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Pursuant to Rule 3001(e)(2) of the Federal Rules of Bankruptcy Procedure, Park Lafayette Property Holdings, LLC hereby provides notice of its receipt of the transfer of claim no. 21 from Amalgamated Bank, as Trustee of the Longview Ultra Construction Loan Investment Fund, f/k/a Longview Ultra I Construction Loan Investment Fund.

Evidence of the transfer is attached hereto as Exhibit A.

Dated this 22nd day of April, 2011.

Reinhart Boerner Van Deuren s.c.  
1000 North Water Street, Suite 1700  
Milwaukee, WI 53202-3186  
414-298-1000 (phone)  
414-298-8097 (fax)  
pblain@reinhartlaw.com  
kmason@reinhartlaw.com

Peter C. Blain  
WI State Bar ID No. 1009471  
L. Katie Mason  
WI State Bar ID No. 1060063

BY /s/ L. Katie Mason  
Attorneys for Park Lafayette Property  
Holdings, LLC

Mailing Address:  
P.O. Box 2965  
Milwaukee, WI 53201-2965

# **Exhibit A**

## **OMNIBUS ASSIGNMENT OF LOAN DOCUMENTS**

**THIS OMNIBUS ASSIGNMENT OF LOAN DOCUMENTS** (this "Assignment") is made as of the 27th day of January, 2011, by Amalgamated Bank, as Trustee of Longview Ultra Construction Loan Investment Fund f/k/a Longview Ultra I Construction Loan Investment Fund, a collective trust fund organized under the laws of the State of New York ("Assignor"), in favor of Park Lafayette Property Holdings, LLC, a Wisconsin limited liability company ("Assignee").

In consideration of TEN and NO/100 DOLLARS (\$10.00) duly paid and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Assignor, intending to be legally bound, agrees as follows:

1. Assignment. Assignor hereby assigns unto Assignee all of Assignor's right, title and interest in and to all documents evidencing, securing, guarantying or otherwise relating to that certain loan in the original principal amount of Eighty-Seven Million and 00/100 Dollars (\$87,000,000.00) and that certain loan in the original principal amount of Three Million Five Hundred Thousand Three Hundred Eighty Four 95/100 Dollars (\$3,500,384.95) (collectively, the "Loan") made by Assignor to Renaissance Lafayette LLC, a Wisconsin limited liability company ("Borrower"), secured by one or more mortgages covering certain real property consisting of residential condominium units, parking units and lofts located at 2000-2038 North Prospect Avenue, Milwaukee, Wisconsin and known as Park Lafayette Condominium, including, without limitation, all notices of lending, loan agreements, security agreements, environmental indemnity agreements, guaranties, title insurance policies, escrow agreements, letters of credit, cash management and lockbox agreements and any other documents evidencing, securing, guarantying or in any other manner relating to or held as collateral for the Loan, each to the fullest extent assignable (collectively, the "Loan Documents"). Without limiting the foregoing, the Loan Documents include the agreements set forth on Schedule A, attached hereto and made a part hereof.

**TO HAVE AND TO HOLD** the same unto Assignee and its successors and assigns forever.

2. Miscellaneous.

(a) This Assignment is made without representation or warranty by Assignor of any kind, whether express or implied, and without recourse to Assignor or its successors or assigns of any nature or in any event.

(b) Nothing in this Assignment is intended to impair or diminish the priority or validity of the liens of any of the Loan Documents, including by merger of title in the event that Assignee shall take title to all or any portion of the property encumbered by any of the Loan Documents.

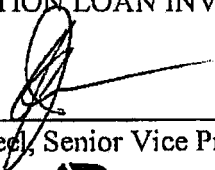
(c) This Assignment shall be governed by the internal laws of the State of Wisconsin (without reference to the conflicts of law or choice of laws provisions thereof).

**[Signature Contained on Following Page]**

IN WITNESS WHEREOF, Assignor has duly executed this Assignment the day and year first above written.

ASSIGNOR

AMALGAMATED BANK, AS TRUSTEE OF  
LONGVIEW ULTRA CONSTRUCTION LOAN  
INVESTMENT FUND F/K/A LONGVIEW ULTRA I  
CONSTRUCTION LOAN INVESTMENT FUND

By:   
James Freel, Senior Vice President

 **JAMES FREEL**  
SENIOR VICE PRESIDENT

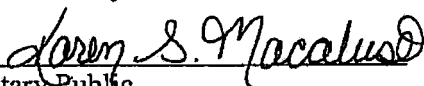
STATE OF NEW YORK

COUNTY OF NEW YORK

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: SS.  
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On this, the 26<sup>TH</sup> day of January, 2011 in the County and State aforesaid, before me, the subscriber, a Notary Public authorized to take acknowledgements and proofs in said County and State, personally appeared James Freel, a Senior Vice President of AMALGAMATED BANK, AS TRUSTEE OF LONGVIEW ULTRA CONSTRUCTION LOAN INVESTMENT FUND F/K/A LONGVIEW ULTRA I CONSTRUCTION LOAN INVESTMENT FUND, who, I am satisfied, is the person who, as such officer, signed the within instrument on behalf of such bank in such capacity, and said person did acknowledge that he/she, being authorized to do so, executed the foregoing instrument and delivered the same as the act and deed of such bank in such capacity for the uses and purposes expressed therein.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

  
Notary Public

**KAREN S. MACALUSO**  
Notary Public, State of New York  
No. 01MA6099172  
Qualified in Queens County  
Commission Expires 09/22/2011

My Commission expires: 09/22/2011

(NOTARIAL SEAL)

## Schedule A

### Loan Documents to be Assigned

1. Construction Loan Agreement dated April 20, 2006 by and between Amalgamated Bank, as Trustee of Longview Ultra Construction Loan Investment Fund, f/k/a Longview Ultra 1 Construction Loan Investment Fund ("Lender"), and Renaissance Lafayette LLC ("Borrower").
2. Promissory Note dated April 20, 2006 in the original principal amount of up to Eighty-Seven Million and 00/100 Dollars (\$87,000,000.00) made by Borrower in favor of Lender.
3. Construction Loan Mortgage, Security Agreement and Assignment of Leases and Rents dated April 20, 2006 (the "Mortgage"), which Mortgage was recorded on April 25, 2006 in the Office of the Register of Deeds for Milwaukee County, Wisconsin, as Document No. 09223102.
4. Assignment of Rents and Leases ("Assignment") dated April 20, 2006, executed and delivered from the Borrower to Lender and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on April 25, 2006 as Document No. 09223103.
5. UCC Financing Statement filed with the State of Wisconsin on April 25, 2006 as Document No. 060006183624.
6. Environmental Indemnification Agreement dated April 20, 2006 from Borrower and James J. Carroll, Warren Barr, Richard Borkowski, Edward Borkowski and John Borkowski (Carroll, Barr and the Borkowskis are sometimes collectively referred to as the "Guarantors") in favor of Lender.
7. Payment Guaranty Agreements and Completion Guaranty Agreements ("Guaranties"), each dated as of April 20, 2006 and executed and delivered to Lender by each of the Guarantors.
8. Assignment of Plans, Specifications, Construction and Service Contracts, Licenses and Permits executed and delivered by and from Borrower to Lender on or about April 20, 2006.
9. Forbearance Agreement between Borrower, James J. Carroll, Warren Barr and Lender dated May 13, 2009.
10. Promissory Note dated May 13, 2009, in the original principal amount of \$3,500,384.95 made by Borrower in favor of Lender.
11. Junior Mortgage, Security Agreement and Assignment of Leases and Rents dated May 13, 2009, executed and delivered by Borrower to Lender (the "Junior Mortgage"), which Junior Mortgage was recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on June 1, 2009 as Document No. 09745219.
12. UCC Financing Statement filed with the State of Wisconsin on May 15, 2009 as Document No. 090006113718.

13. UCC Financing Statement filed with the Milwaukee County Register of Deeds on June 1, 2009 as Document No. 09745220.
14. Payment Guaranty Agreement dated May 13, 2009 executed and delivered by Warren Barr and James J. Carroll to Lender.
15. Deposit Account Control Agreement dated May 13, 2009, executed and delivered by Borrower, as depositor, Bank of Commerce, as bank, and Lender, as secured party.
16. Opinion Letter of Borrower's Counsel dated May 13, 2009.
17. Collateral Assignment of Membership Interests dated May 13, 2009 made by Renaissance Development Group LLC to Lender.